

UNITED STATES DISTRICT COURT
WESTERN DISTRICT OF WASHINGTON
AT TACOMA

10 THE CITY OF BUCKLEY, a Washington)
municipal corporation,)
11 Plaintiff,) NO. 3:10-cv-5209-RBL
12 v.) STIPULATION AND ORDER REGARDING
13 ANGELA TOMAN, a single resident of) QUALITY LOAN SERVICE
Washington, RONNIE and DIANA FROEMKE, a) CORPORATION AND ITS
marital community in Washington, QUALITY) NONPARTICIPATION IN THIS CASE
14 LOAN SERVICE CORPORATION, a)
Washington corporation, U.S. BANK, N.A., a)
15 Delaware corporation, THE UNITED STATES,) NOTE ON MOTION CALENDAR: JUNE 11,
THE WASHINGTON STATE DEPARTMENT) 2010
16 OF EMPLOYMENT SECURITY, NORTHERN)
PACIFIC RAILROAD COMPANY, successor in)
17 interest BNSF RAILWAY COMPANY, a)
Delaware corporation, FIRST AMERICAN TITLE)
18 COMPANY, a California corporation,)
MORTGAGE ELECTRONIC REGISTRATION)
20 SYSTEMS, INC., a Delaware corporation, and)
PROVIDENT FUNDING ASSOCIATES, L.P., a)
21 California corporation,)
22 Defendants.)

23 COME NOW Plaintiff City of Buckley, by and through its attorneys of record, Kristin N.
24 Eick and Phil A. Olbrechts, and Quality Loan Service Corporation, by and through its attorney of
25 record, Edgar I. Hall of McCarthy & Holthus, LLP, and enter into the following Stipulation
26 (“Stipulation”):

1 1. As of the date of this Stipulation, a Complaint to Quiet Title to an Easement by
2 Prescription is pending in the above-entitled Court. Quality Loan Service Corporation is the
3 current trustee under a recorded Deed of Trust encumbering real property commonly known as
4 834 Sheets Road, Buckley, WA 98321 (the “Subject Property”). The instrument recorded as
5 Recording No. 200712170453 provides that Quality Loan Service Corporation was substituted as
6 trustee under the deed of trust.

7 2. The Parties acknowledge and agree that Quality Loan Service Corporation is not
8 required to actively participate in the underlying litigation and its lack of participation will not
9 affect its role as trustee as to the Subject Property, except to the extent that a prescriptive
10 easement is found by the Court. Further, Quality Loan Service Corporation will abide by the
11 decision of the Court and will respond to any reasonable discovery requests of the Parties.

12 3. Should The City of Buckley desire to amend the complaint, Quality Loan Service
13 Corporation hereby stipulates that The City may do so without leave of court, so long as the
14 amended complaint does not state any affirmative relief from Quality Loan Service Corporation
15 and its successors and assigns.

16 4. It is also agreed, by and between the City of Buckley and Quality Loan Service
17 Corporation, that this Agreement may be signed in counterparts and any signature signed in
18 counterpart sent via facsimile shall be deemed an original signature.

IT IS SO STIPULATED.

Dated: June 11, 2010

OGDEN MURPHY WALLACE, P.L.L.C.

1 By s/ Kristin Eick
2 Phil A. Olbrechts, WSBA #19146
3 Kristin N. Eick, WSBA #40794
4 1601 Fifth Avenue, Suite 2100
5 Seattle, Washington 98101-1686
6 Tel: 206.447.7000/Fax: 206.447.0215
7 Attorneys for Plaintiff The City of Buckley, a
8 Washington Municipal Corporation

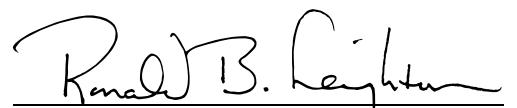
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26

McCARTHY & HOLTHUS, LLP

By: s/ Edgar Hall
Edgar I. Hall, WSBA # 40174
19735 10th Ave. NE, Suite N-200
Poulsbo, WA 98370
Tel: 206.319.9100/Fax: 206.780.6862
Attorney for Defendant,
Quality Loan Service Corporation

IT IS SO ORDERED

Dated: July 20, 2010.


RONALD B. LEIGHTON
UNITED STATES DISTRICT JUDGE